



United States
Department of
Agriculture

Agricultural
Marketing
Service

Stop 0253-Room 2610-S
1400 Independence Avenue, SW
Washington, DC 20250

ANNOUNCEMENT LS-133

OCTOBER 2007

**PURCHASE OF BEEF, SPECIAL TRIM (FRESH/FROZEN)
FOR DISTRIBUTION TO CHILD NUTRITION AND
OTHER FEDERAL FOOD AND NUTRITION PROGRAMS**

I. GENERAL

- A. The Department of Agriculture (USDA) will periodically issue Invitations under this Announcement for offers to sell to USDA frozen or fresh beef, special trim as described in the attached References to Applicable Bid and Contract Provisions (Exhibit A). In addition to product descriptions, this exhibit also provides information on the applicable Item Description and Checklist of Requirements (IDCR) For USDA Purchases of Beef, Special Trim, effective October 2007 (Attachment I).

The frozen or fresh beef special trim will be purchased on a competitive bid basis from suppliers who have met the requirements described in Section I.D.5. Interested suppliers may submit a technical proposal at any time during this purchase program. Suppliers should allow 10 working days from receipt of the technical proposal by USDA for notification of the results of the evaluation of the technical proposal from the Contracting Officer. Following notification of acceptance of the technical proposal(s), a supplier will be contacted for a pre-award supplier assessment audit as outlined in Section I.D.5. A supplier is deemed eligible to bid after notification by the Contracting Officer.

Submission of a technical proposal is not binding on USDA. Actual purchases will be on a competitive bid basis as described in this Announcement and separately issued Invitations. The Invitations will specify the product type(s), offer date, closing time for receipt of bids, delivery or shipping period, the destinations with any transportation restrictions, and any other provisions applicable to the proposed procurement, which are in addition to or different from those set forth herein (see Exhibit B for an example of an Invitation). Bids solicited under this Announcement and applicable Invitations are for delivery of products to USDA on a f.o.b. destination basis only.

Additional bid and contract provisions are included in the Annual Certifications, Representations, and Warranties (Appendix-1) and the General Terms and Conditions for the Procurement of Agricultural Commodities or Services, Revision 2, dated November 1984, and Amendments 1, 2, 3, and 4 dated October 1990, November 1990, August 1989, and March 1990, respectively, hereinafter referred to as USDA-1.

- B. Offerors are cautioned to carefully read this Announcement, Appendix-1, USDA-1, Invitations, IDCR, and applicable instructions of the Agricultural Marketing Services' (AMS), Audit, Review, and Compliance (ARC) Branch. Failure to do so will be at the offeror's risk. These documents are incorporated into the contract (see Section IV of this Announcement). Offerors are cautioned that statements made by persons other than the Contracting Officer, written or implied, are not binding on the Government unless confirmed in writing by the Contracting Officer.
- C. Offer Prices and Evidence of Shipment/Delivery

Offer prices must be quoted and delivery of product must be on mechanically refrigerated trucks at destination on a f.o.b. basis as specified in the applicable Invitation. Certain destinations that require delivery by TRUCK ONLY will be so identified in the Invitation. All product shipped by truck must be palletized and stretchwrapped in accordance with the IDCR and the contractor's approved technical proposal, unless the Invitation and subsequent contract specifies "NO PALLETS." **Contractors may arrange for pallet exchange with consignee; however, USDA is in no way responsible for such arrangements.** Destinations that are known to not participate in a pallet exchange will be noted on Invitations. Offers submitted on a basis other than f.o.b. destination will be rejected as nonresponsive.

When notified of shipments, consignees may request upgrading of delivery services; for example, delivery within the consignee's premises or to a specific room within a building. Such delivery terms are beyond USDA contractual requirements. Any negotiations to upgrade services are between contractor and consignee and any additional charges for special delivery terms are between the consignee and the contractor. Any charges invoiced to USDA for additional delivery services will be denied.

All delivery units--truck lot and less-than-truck lot (LTL) quantities--must be secured at all times prior to unloading with tamper proof, tamper resistant, serially numbered, high security seals that meet the American Society for Testing and Material (ASTM) standard F1157-04. Failure to seal or maintain the delivery unit under seal in accordance with these requirements may subject the shipment to rejection.

The contractor must maintain a record of each seal number used for truck lot and LTL delivery units. Additionally, the contractor must ensure that the applicable seal identification number is on each bill of lading, shipment manifest, or other delivery documents for each delivery destination.

When LTL delivery units are transported on the same trailer and destined for multiple recipients, the trailer must be sealed after each delivery. The seal number must be recorded on the appropriate delivery documents and correspond with the applied seal at the time of arrival at the next destination. It will be the responsibility of the contractor to provide a sufficient number of seals and ensure that the carrier service (truck) secures the trailer after each delivery destination. Failure to seal the trailer after each stop may subject the shipment to rejection at the next scheduled stop and rejection of any subsequent deliveries on the trailer.

The ASTM standard can be obtained through the following websites: 1) American National Standards Institute: <http://webstore.ansi.org/> or 2) International Organization for Standardization: <http://www.iso.org/iso/en/CatalogueListPage.CatalogueList>

Contracts, for the beef, special trim purchased under this Announcement, will be awarded on a f.o.b. destination basis with quality assurance determined by USDA through pre-award assessment and post-award audits as described in Section I.D.5. Contractor must furnish, in support of the contractor's invoice, a Certificate of Conformance (see Exhibit C) and a copy of the signed commercial bill of lading indicating the carrier's receipt of the product covered by the invoice for transportation to the destination specified in the contract.

D. Responsibility of Offeror

1. Annual Certifications, Representations, and Warranties

An offeror intending to submit bids must complete the Annual Certifications, Representations, and Warranties (Appendix-1) and return it to the Contracting Officer at the mailing address listed in Section II.A. of this Announcement prior to the submission of its initial bid. An officer of the company must sign the Appendix-1. If there are any changes or revisions to Appendix-1, offeror must submit an updated Appendix-1 to the Contracting Officer or submit corrections or revisions prior to bid submission. **In addition to the certifications submitted under Appendix-1, Contractor must complete the Online Representations and Certifications (ORCA) located at the following web address:** <http://orca.bpn.gov/login.aspx>.

2. Standard Form 129--Solicitation Mailing List Application

An offeror intending to submit bids must also complete a Solicitation Mailing List Application (SF-129) and return it to the Contracting Officer at the mailing address listed in Section II.A. of this Announcement prior to the submission of its initial bid.

All items (except Item 18) of the SF-129 must be completed. (see Exhibit D). Offeror must also include the following information for Items 4, 8, 10, 14, 16B, 19, and 20:

- | | |
|----------------|---|
| Items 4 and 8: | The Federal meat inspection establishment number and employer's identification number. |
| Item 8: | Identify all affiliates of offeror (applicant as shown in 4) by providing full name, main office address, and employer's identification number and Tax Payer Identification Number (TIN) number of the affiliates. An "affiliate" is defined on the back of the SF-129. |
| Item 10: | The specific products, purchased by USDA which the offeror is interested in supplying, weekly volume of production, capacity, and percent of capacity available for USDA contracts. Attach a separate list if additional space is needed. |
| Item 14: | Company's TIN |

Item 16B: Identify the freezer or warehouse to be used and its storage capacity.

Items 19 and 20: Must be an officer of the company.

Offeror must certify with each bid to the accuracy of the current SF-129 and Appendix-1 on file with the Contracting Officer.

3. Responsibility

A firm submitting an offer under this Announcement must be in compliance with the Federal standards for responsibility contained in Title 48 C.F.R. Subpart 9.1, USDA-1, this Announcement, and applicable Invitations. A determination of the responsibility contained in Title 48 C.F.R. Subpart 9.1 must be made prior to a firm submitting a technical proposal. Facilities used in fulfilling USDA contracts must be operating under the provisions of the Federal Meat Inspection Act (FMIA), 21 U.S.C. 601 et seq., and the regulations issued thereunder.

Contractor must be registered under the Central Contractor Registry (CCR) System as prescribed in Title 48 C.F.R., Subpart 4.1101 and will certify in Appendix-1 on file with the Contracting Officer.

Offeror must ensure that all products offered for USDA purchases are in compliance with applicable contract and specification requirements. Offeror shall authorize the Contracting Officer's Technical Representative (COTR) and other authorized AMS agents unrestricted access to all records that pertain to USDA contracts.

If a contract is awarded to an offeror, contractors and their raw material suppliers must comply with the following applicable requirements:

Contractor shall assure that meat used in the production of product under contract with USDA meets all material requirements and other specification provisions as set forth in the applicable product specification.

4. Food Defense Requirements

The contractor and all subcontractors must have a documented and operational food defense plan that provides for the security of a plant's production processes, which includes the storage and transportation of pre-production raw materials and other ingredients and post-production finished products. The plan shall address the following areas: 1) food defense plan management; 2) outside and inside security of the production and storage facilities; 3) slaughter and processing, including all raw material sources; 4) controlled access to production and storage areas; 5) storage; 6) water and ice supply; 7) mail handling; 8) personnel security; and 9) transportation, shipping, and receiving (includes the sealing of any transport conveyance for truck lot and less-than-truck lot quantities of finished product).

The food defense plans will be audited by the AMS, ARC Branch (see section I.5.). See FSIS Security Guidelines for Food Processors: <http://www.fsis.usda.gov/OA/topics/SecurityGuide.pdf> Information on the transportation and distribution of meat, poultry, and egg products is located at: <http://www.fsis.usda.gov/oa/topics/transportguide.htm>.”

Note: Do not submit the food defense plan with the technical proposal(s).

5. Documentation and Assessment Requirements

To become an eligible supplier, the following must be submitted to the Contracting Officer, Agricultural Marketing Service, U.S. Department of Agriculture, Stop 0253, Room 2610-South Building, 1400 Independence Avenue, SW., Washington, D.C. 20250-0253, for evaluation and approval prior to bidding:

a. Technical Proposal Requirement:

- 1) Include a detailed description of the beef special trim (fresh/frozen) offered and each of the production steps that are taken to meet or exceed the minimum product requirements set forth in the IDCR. (Plan/Do)
- 2) Describe all the quality assurance methods used to verify conformance to all requirements. This will include the monitoring and measurements taken during the process to verify conformance with each requirement. All measurement results shall be recorded and made available to AMS. (Check)
- 3) Identify all corrective actions to be taken if deviations from contractual and specification requirements occur during production, and all preventative actions to be taken to preclude a reoccurrence. (Act)
- 4) The technical proposal shall follow the format as describe in Section II.E., Technical Proposal format. Offeror’s proposal should be brief and concise.
- 5) The technical proposal shall be preceded by the following, as required by the template:
 - a) Cover page that contains the company’s name and address, contact person’s name, phone number and e-mail address;
 - b) Table of Contents listing the major areas as they appear in the technical proposal template; and
 - c) List of attachments, forms provided with the proposal, if appropriate.
- 6) The technical proposal should be written in the following format:
 - a) Plan and Do - A description of the planning and production steps taken to meet each requirement.
 - b) Check - Describes all the quality assurance methods that will be used to verify conformances to each requirement. This will include the monitoring and measurement taken during the process (all measurements results shall be recorded and made available to AMS upon request).
 - c) Act - Identifies all corrective actions to be taken if deviations from contractual and specification requirements occur during production and all preventative actions taken to preclude reoccurrences.

The COTR will review each technical proposal to determine if the proposal is adequate. The Contracting Officer will notify the supplier of the status of their technical proposal.

Once the supplier is notified by the Contracting Officer that the technical proposal meets the applicable criteria, the ARC Branch will contact the supplier to set up a pre-award supplier assessment audit.

For those suppliers who are approved and remain eligible as determined by the Contracting Officer to submit offers, the pre-award assessment audit may be waived provided all new or revised USDA program requirements are met. The contractor's revised technical proposal must address all new or revised program requirements and be submitted and approved by the Contracting Officer in advance of submitting offers.

b. Assessment by the ARC Branch

After the technical proposal(s) are evaluated and approved, an ARC Branch auditor will perform an onsite assessment of the facilities, processes, food defense plan, and quality control program used to produce the product(s) to determine the supplier's ability to meet contractual requirements. The following assessments will apply:

1) Pre-Award Onsite Capability Assessment

The pre-award onsite assessment audit will include, but is not limited to, a thorough evaluation of the potential contractors' and subcontractors' facilities, processes, food defense plan, quality control program, equipment, procedures, and the appropriate documents and forms used during the production of the beef special trim. Documentation must support: 1) the production of the beef special trim (fresh/frozen) that complies with the IDCR and the potential contractor's approved technical proposal, and 2) the contractor's or subcontractor's food defense plan. In addition, the audit will consist of the review of records related to purchasing, receiving, production, quality control, inventory and shipping records, and interviews with management and production personnel.

Upon completion of the onsite capability assessment, the auditor will provide a report to the Contracting Officer for final review. After the supplier has satisfactorily completed the pre-award onsite capability assessment, the supplier will receive written notification from the Contracting Officer of their eligibility to bid.

If the report demonstrates that the process or food defense plan is inadequate, the applicant will be notified by the Contracting Officer that they are ineligible to bid. The applicant will have an opportunity to correct identified deficiencies, modify their process, food defense plan, and/or technical proposal, and resubmit for further consideration. Eligibility will depend on whether the modifications demonstrate that: 1) the process is capable of delivering beef special trim (fresh/frozen) in compliance with the IDCR, 2) they are in compliance with their food defense plan, 3) includes the applicable assessment by USDA, and 4) they comply with other applicable contractual requirements.

2) Post-Award Assessment

Eligible suppliers who receive contracts must have their documented food defense plan, technical proposals, and supporting documentation readily available for review by the COTR or AMS agents. Records may be maintained on hard copy or electronic media. However, records maintained as electronic media will be made available in printed form immediately upon request by AMS or its agents.

The ARC Branch will conduct an onsite audit of the contractor's and subcontractor's facilities and processes when production commences for the first contract awarded. Additional audits will be conducted as determined by the Contracting Officer, but not less than once per month for contractors or subcontractors with continuous or multiple contracts, or once per contract for intermittent contractors. At the discretion of the Contracting Officer, more frequent audits may be conducted when audit deficiencies are detected.

3) Post-Award Actions

Any deviation from contractual requirements will be immediately reported by the contractor to the Contracting Officer. The Contracting Officer will notify the contractor regarding eligibility to continue to participate as a contractor.

Contractor will assure that the delivered product complies with the provisions of the IDCR, the applicable assessment by USDA, and the contractor's technical proposal approved by the Contracting Officer.

6. Responsibility of Subcontractors/Suppliers

Contractor shall include, and the subcontractor must meet, the responsibility terms in the above paragraph D.3. of this section in every subcontract for supplies or services used by the contractor in fulfilling USDA contracts, either directly or indirectly, and obtain certification of responsibility, as described in Appendix-1 to this Announcement from any subcontractors and suppliers.

Contractors shall include, and subcontractors must comply with, the domestic products clause in paragraph I.F. of this section for all subcontracts for meat or meat products used in fulfilling any contracts under this Announcement. All shipping containers or combos must be labeled as "Domestic Only Product" on the principle display panel and invoices or bill of lading from the raw material supplier must indicate "Domestic Only Product."

Subcontractors or suppliers of beef are: (1) ineligible if they are currently delivering late on USDA contracts, or USDA-approved subcontracts and late delivery is not due to causes beyond their control; and (2) nonresponsible if they are not operating under the provisions of the Federal Meat Inspection Act or have been suspended or debarred under the provisions of 48 C.F.R. Subpart 9.4.

7. Past Performance

The offeror must certify to timely performance on current contracts and subcontracts in **Item 6** of the Certification Section under the Domestic Electronic Bid Entry System (DEBES) offer (Exhibit E). A determination that any past or current late performance was beyond the control or negligence of the contractor or the contractor's subcontractor **must be made by the Contracting Officer prior to bid opening**. An offeror will be deemed nonresponsible if the offeror **or any of its affiliates or subcontractors** are delivering late on other contracts or subcontracts with USDA and the late delivery is not due to causes beyond the contractor's or the subcontractor's control. This provision, as it pertains to small business, is a deviation from 48 C.F.R. Subpart 19.6.

A false certification may result in rejection of the offer, suspension and debarment by USDA, termination of the contract, liability for damages under the provisions of USDA-1, or criminal prosecution.

Offerors are cautioned NOT TO BID on product quantities exceeding a level that the offeror can reasonably expect to deliver in accordance with the contract schedule. On-time delivery is imperative because this product is used in school lunch and other USDA Federal food and nutrition programs. Late deliveries cause serious and substantial damages to USDA and to recipient agencies, some of which cannot be compensated for by liquidated damages.

Contractors shipping or delivering late on contract(s) must immediately notify the Contracting Officer of late shipments. If the contractor intends to request an extension due to causes beyond the control or negligence of the contractor, such notice must be made to the Contracting Officer 3 business days in advance of a bid opening in which the contractor wants to submit an offer. Notification and request for extension must include: (1) documentary evidence of causes beyond contractor's control for each day requested, (2) a production report of completed and/or expected production, including pounds and dates, and (3) actual or expected shipment or delivery dates by Notice-to-Deliver (N/D) numbers (see Article 68 of USDA-1).

E. Buy American Certification

The beef special trim, (fresh or frozen) must be domestic as defined in section I.F. below. This provision is a deviation from 48 C.F.R. part 25 and for the purposes of this Announcement supersedes Article 49 of USDA-1.

F. Domestic Products

All beef special trim (fresh or frozen) used in fulfilling contracts awarded under Announcement LS-133 must be produced in the United States. United States produced (hereafter referred to as U.S.-produced) beef means manufactured from cattle raised in the United States, its territories, possessions, Puerto Rico, or the Trust Territories of the Pacific Islands (hereinafter referred to as the United States). U.S.-produced does not include imported beef or cattle imported for direct slaughter. If any meat or meat products originating from sources other than the United States are processed or handled, the contractor will develop and maintain an identification and record system for these products to assure USDA that they are segregated and not used to fulfill contracts awarded under this Announcement. Such segregation plan must be audited and made available to the ARC Branch agent. The

contractor will maintain records including, but not limited to, invoices, production and inventory records evidencing product origin, and will make such records available for review by the Government in accordance with Article 76 of USDA-1.

The contractor agrees to include this domestic origin certification clause in its entirety in all subcontracts for meat or meat products used in fulfilling any contracts awarded under this Announcement and obtain certification from each meat or meat products subcontractor that (1) the subcontractor will deliver only meat or meat products originating from U.S.-produced livestock as defined herein; and (2) all raw materials will be shipped in containers labeled as “Domestic Only Product” on the principle display panel and the bill of lading accompanying the shipment will contain the statement “Domestic Only Product.”

G. Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity

1. If the Government receives information that a contractor or a person acting for the contractor has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (P.L. 104-106), the Government may:
 - (a) Cancel the solicitation, if the contract has not yet been awarded or issued; or
 - (b) Rescind the contract with respect to which:
 - 1) The contractor or someone acting for the contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either (a) exchanging the information covered by such subsections for anything of value; or (b) obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
 - 2) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the contractor or someone acting for the contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.
2. If the Government rescinds the contract under paragraph 1 of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
3. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

H. Service of Protest

1. Protests, as defined in 48 C.F.R. part 33.101, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be deemed served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from the Contracting Officer designated in Section II.A.
2. A copy of any protest must be received by the Contracting Officer at the FAX or mailing address listed in Section II.A., within 1 business day of filing a protest with the GAO.

II. SUBMISSION OF OFFERS

A. Where and How to Submit Offers

1. Electronic Submission of Offers

All offers must be submitted electronically by accessing the DEBES. Browser Requirements for DEBES for electronic bidding are described in Attachment II. An offeror must request and receive a DEBES logon ID in order to access the website (See Attachment III for the form to request a logon ID). Only suppliers deemed responsible by the Contracting Officer will receive a DEBES logon ID.

Access the DEBES website at: <https://pcsd.usda.gov:3077/mdbc1000.exe?>

Once connected to DEBES, follow the online procedures. Click on the “Help” button for detailed instructions on using the system or call (202) 720-2650 for assistance.

AMS will not be responsible for any failure attributed to the transmission of the bid data prior to being accepted and stored on our web server including, but not limited, to the following:

- a. Any failure of the offeror’s computer hardware or software;
- b. Availability of your Internet service provider (ISP);
- c. Delay in transmission due to the speed of your modem; or
- d. Delay in transmission due to excessive volume of Internet traffic.

The DEBES system will generally be available 24 hours per day except on Saturday until 9:00 p.m. Central Time, and on Sundays from 8:30 a.m. until 3:30 p.m. Central Time. System availability may at times be subject to interruptions in service due to unscheduled maintenance.

If an offeror’s Internet Service Provider (ISP) is not available, an offeror may submit a bid via facsimile (FAX). If an offeror plans to submit a bid via FAX, offeror **MUST** contact the Contracting Officer for approval prior to faxing offers.

Note: Exhibits E and F provide examples of how offers may be submitted via FAX.

e. **Facilities for receiving offers by FAX are as follows:**

FAX 202-720-0949 (24 Hours)

f. Verification: **USDA-AMS-LS-CP Branch**

(202) 720-2650 (6:30 a.m. - 4:00 p.m., Central time, Monday - Friday)

Faxed offers, modifications, or withdrawals of offers must be addressed as follows:

Contracting Officer
Livestock and Seed Program
Agricultural Marketing Service
U.S. Department of Agriculture
Stop 0253, Room 2610-South Building
1400 Independence Avenue, SW
Washington, D.C. 20250

B. Where and When to Submit Offers

Offers, modifications, or withdrawals of offers must be submitted to the Contracting Officer, Livestock and Seed Program, Agricultural Marketing Service (AMS), U.S. Department of Agriculture, Washington, D.C. 20250.

Offers, modifications, or withdrawals of offers under this Announcement must be received in **the DEBES lockbox, or, if authorized by the Contracting Officer faxed to the AMS, LS, CP Branch not later than 1:30 p.m., Central Time**, on the date specified in the Invitation. Invitations will be issued by FAX as needed and be available electronically through the USDA, AMS Commodity Procurement Home Page and posted on the DEBES Internet site. If the planned bid date or the Invitation falls on a nonworkday for USDA employees in the District of Columbia, offers, modifications, or withdrawals must be received by **1:30 p.m., Central Time** on the next succeeding business day. Whether an offer, modification, or withdrawal is received within the time limitation will be determined by the last submission time recorded in DEBES or electronically captured at the AMS, LS, CP Branch in the event a bid is faxed.

NOTE: Once AMS establishes an external portal site, invitations will no longer be sent by FAX, unless requested by supplier or USDA is experiencing technical difficulties at the portal site. Eligible suppliers will be granted access to the site and can subscribe to the appropriate folder(s). USDA will notify suppliers through a Notice to Trade.

C. Shipping/Delivery Periods

Planned shipping and/or delivery periods for each Invitation are identified in Exhibit G. USDA reserves the right to adjust this schedule or cease purchases depending on market conditions or funding considerations. Bidders are cautioned to refer to the applicable Invitation prior to bidding.

Deliveries for the beef special trim, fresh must be delivered within a 3-day delivery period as specified in the applicable invitation. For deliveries of the beef special trim, fresh it is imperative that the product is delivered to the further processors on the agreed delivery date. Once a contract is awarded, the processor will contact the supplier and arrange for a specific delivery date within the contracted delivery period.

Shipping periods for beef special trim, frozen will be on the first half and second half of the month (e.g., July 1-15 and July 16-31). Contracts awarded on a delivery period reflect the recipient's expected delivery schedule.

D. Purchase Units

The purchase unit size for the beef special trim, fresh/frozen is shown in Exhibit A. The quantity offered on bids must be in purchase unit increments. An offeror may bid the entire quantity on the Invitation or a greater amount, but not less than one unit (e.g., 42,000 pounds). Only one offer price may be quoted to any delivery point listed from each shipping point, including combined destinations bracketed as one line item. Offerors may rearrange the destination sequence on these combined delivery units.

E. What to Submit

Electronic Bid:

An offer must include each of the following items:

Section 1--General

1. Name, phone number, and complete address and zip code of offeror (include both street and mailing address if different).
2. Identify submission as a bid.
STATE: Bid--ANNOUNCEMENT LS-133, Invitation No._.
3. Name and street address including zip code of (a) final processing point and (b) shipping point.

Section 2--Offer Form

1. Item number listed on applicable Invitation, destination, and price per pound delivered to specific destination, segregated by product type if more than one is requested.

Notes: For bids other than electronic, offerors may, at their own risk, exclude name of destination. Errors in item number(s) will not be apparent to Contracting Officer.

Quote only one delivered price per pound for each destination or multiple destinations listed as one item number. If more than one price per item is quoted, the line item will be ruled nonresponsive.

Estimated number of purchase units by destination will be listed on the Invitation. The offeror must not indicate the number of purchase units by destination. USDA may adjust the quantities listed on the Invitation based on offerings, market conditions, and/or program requirements.

Transportation restrictions will be shown on the Invitations.

The offeror may submit offers for as many destinations as desired. The maximum quantity to be awarded is determined by the constraints quoted in **Section 3, Constraints**, of the bid.

Offer prices may be quoted up to four places to the right of the decimal point. **If other than four places, any digit past the fourth will automatically be dropped.**

Section 3--Constraints

1. State maximum quantity of each commodity type (if applicable) to be awarded and/or maximum quantity overall for Invitation (if applicable), both in number of purchase units and equivalent net pounds for (shipment) or (delivery) to required destinations between (date) and (date) .

Notes: If offering for more than one processing point, be sure to indicate the number of units offered for each commodity type and/or maximum quantity overall for each processing point.

Maximum quantity offered may be greater than demand shown on the Invitation.

Total maximum quantity overall for specific product types or Invitation is optional. If total overall is not quoted, AMS may award up to the maximum for each type.

State the applicable shipping period(s) or delivery period(s) associated with the Invitation.

Section 4--Certifications

- I. For this bid, your company is designated as: (choose one)

- ☐ Large Business
- ☐ Large Minority Business
- ☐ Large Woman-Owned Business
- ☐ Large Woman-Owned Minority Business
- ☐ Small Business
- ☐ Small Minority Business
- ☐ Small Disadvantaged "Not 8A"
- ☐ Small Woman-Owned Minority
- ☐ Small Woman-Owned "Not 8A"
- ☐ "8a" Small Woman-Owned
- ☐ "8a" Small Disadvantaged

Note: For bids submitted electronically, if default designation is incorrect, please choose correct designation and notify Contracting Officer.

- II.** By submitting this bid, Offeror certifies it HAS read and DOES agree to the terms of LS-133; Inv. ____; Appendix-1; Exhibit A dated October 2007, Contractor's Technical Proposal approved by the Contracting Officer; AMS audit team's initial report; USDA-1, Rev. 2, and Amds. 1, 2, 3, and 4, and the Federal Acquisition Regulations.
- ☐ HAS
 - ☐ DOES
- III.** (a) Annual Representations, Certifications, and Warranties (Appendix-1) submitted to the contracting officer are current, accurate, and complete. Submitted to Contracting Officer (mm/dd/yyyy): _____
- A.** If Appendix HAS been amended, enter date amended: _____ or N/A.
- IV.** Offeror certifies that the company has completed the Online Representations and Certifications Application (ORCA) on (mm/dd/yyyy): _____.
- V.** Offeror certifies that the SF-129 on file with the Contracting Officer is accurate and part of this offer.
- ☐ Does
 - ☐ Does Not
- VI.** All products required under any existing USDA contract(s) or subcontract(s) with a NLT date prior to this bid opening HAS been shipped/delivered?
- ☐ Has
 - ☐ Has Not
 - ☐ Has Not, But Has Notified C/O
 - ☐ No Existing Contracts
- VII.** By submitting this bid, offeror certifies that all products conforms with the Item Description and Checklist of Requirements and no changes to the production process or technical proposal have occurred without proper approval by the Contracting Officer.
- ☐ Does
- VIII.** Show name, title, fax and phone numbers of the person submitting this bid (must be an authorized company representative).

Technical Proposal:

The following procedures establish the acceptable minimum requirements for the format and content of the proposals:

1. The Government has provided a technical proposal format which is to be used in preparing the technical proposal (see Exhibit H). The offeror shall submit technical proposals in both hard copies and an electronic format either on CD or e-mail. The technical proposal shall be saved in the portable document file (PDF) format. This format and electronic form provided will aid in the evaluation of the technical proposal.
2. Offers must submit CDs in sealed disk mailers that have been signed by the same individual that signed the original paper copy of the technical proposal. Offerors submitting the electronic PDF format by e-mail must have sent by the same individual that signed the original paper copy of the technical proposal. By signing both the technical proposal and disk mailer, this individual will be attesting to the data in both formats being identical. The seals on this information will be broken by the Contracting Officer only. The technical proposal must be submitted by an authorized agent of the company, as evidenced by the SF-129 on file with the Contracting Officer.
3. The offeror will submit the appropriate number of copies as stated in the table below:

Description	Number of Hard Copies	Number of CDs
Technical Proposal 1. 8 ½" x 11" White Paper; 2. One sided-single spaced, (12 point font); 3. Proposal to be provided in protected document holder; and 4. Proposal submitted with all capital letters will be returned to offeror without further review.	1 Original	1

4. While it is not the desire of the Government to penalize an offeror for noncompliance with formatting instructions, technical evaluators may have difficulty evaluating the technical proposal to the fullest extent possible. Technical evaluators will not be required to search other subsections or sections of the offeror's technical proposal for information requested for evaluation.

Note: All hard copies and CDs shall be mailed to the Contracting Officer at the address stated in Section II.A.

Technical Proposal Revisions

Changes to an offeror's technical proposal may be submitted based on the Government's Amendments, Clarification Request, pre-award and post-award assessments, or at the request of the offeror. Maintenance of the integrity and clarity of each technical proposal is critical. All technical proposal revisions must meet the following criteria:

1. Any changes to a technical proposal made by the offeror after its initial submittal shall be accomplished by submitting replacement pages or an entire technical proposal package. A cover letter must be submitted with the changes identified and an explanation of the need for the change. The offeror shall include the revision date and the appropriate page number(s).

Note: Revisions to the approved technical proposal may be submitted by e-mail in a PDF format. Hard copies of the changes must be mailed to the Contracting Officer at the address stated in Section II.A.

2. Changes must be submitted in the same number of copies as the initial technical proposal and must have the same information provided on revised CD. The revised CD should contain only the pages that are being changed. Additional pages should be numbered using a page number suffix (e.g. 1.1, 1.2, 1.a., 1.b).
3. Submit changes to the technical proposals as a complete page change for each page on which a change occurs. Changes from the original page shall be on blue colored paper and the changes in text shall be **highlighted** or **bolded** and deletions in ~~strikeouts~~.

III. ACCEPTANCE OF OFFERS

The USDA will award contracts to offerors deemed eligible and responsible and whose bids conform to the Announcement and the applicable Invitation and whose bids are most advantageous to the Government in terms of, but not limited to, price, quantity needs at the specified destinations, and cost. The USDA requires a minimum acceptance period of 7 calendar days from the acceptance of offers. Acceptance of offers will be made by FAX, filed at Washington, D.C., not later than midnight, local time, the seventh day following the day for receipt of offers. The official time of award is the date and time stamped on the contract faxed from the AMS, LS, CP Branch. Transmission of the contract is the official notice that the contract has been awarded. A notice of award will also be issued in the form of a Food Purchase Report (FPR) posted on the **USDA's, AMS, Livestock and Seed Program, Commodity Procurement Home Page** (see Notice attached), after 1:00 p.m., **Central time** on the day of acceptance. Information on awards will be available by telephone to offerors and interested parties promptly following the posting of the FPR. Inquiries may also be made to a USDA, AMS Market News office or the Contracting Officer

Failure to accept an offer will constitute rejection. Filing of the acceptance wire as specified above will result in a binding contract without further action by either party. The actual time of award described herein deviates from 48 C.F.R. 14.408-1.

IV. PROVISIONS OF CONTRACT

The contract consists of Announcement LS-133; the applicable Invitation; Specifications as described in Exhibit A; applicable ARC Branch instructions; contractor's or subcontractor's (manufacturer's) technical proposal approved by the Contracting Officer, the AMS auditor's initial report, contractor's offer including SF-129 and Appendix-1; the acceptance by USDA; USDA-1, and the Federal Acquisition Regulations, 48 CFR Section et. seq. The following USDA-1 articles are excluded: Articles 34, 49, 50, 64(c), and all of Part E.

Contracts awarded on products identified in Exhibit A as purchased on a delivery period basis are hereby amended to change all references to "shipment" or "shipping" to "delivery" in Articles 56(a), 65, and 67 of USDA-1.

If the provisions of contract documents are not consistent, the following priority order will prevail: Invitation, Announcement, Specification as prioritized in Exhibit A, contractor or subcontractor's technical proposal approved by the Contracting Officer, AMS auditor's initial report, Appendix-1, Federal Acquisition Regulations, and USDA-1.

V. PRODUCT SPECIFICATIONS AND AUDIT SERVICES

- A. The specification for beef special trim is identified in the Exhibit A. If documents are amended, the Exhibit A, will be updated to include appropriate references.
- B. The cost of all audit services performed by the AMS certification agents must be borne by the contractor. This includes, but is not limited to, examinations, supervision, official documentation, and related services.
- C. Questions concerning AMS auditors should be discussed with the ARC Branch in Washington, D.C. on (202) 690-0406.

VI. LOSS DUE TO DETERIORATION, SPOILAGE, OR RECALL

A. Loss Due to Deterioration or Spoilage

The contractor shall be held liable for losses due to deterioration or spoilage for which he or she is responsible, which are discovered within 2 days of delivery for fresh product and within 6 months of the date of delivery for frozen product to USDA, in accordance with the provisions of Article 61 of USDA-1.

B. Liabilities Due to Product Recalled for Health or Safety Risk

In accordance with Article 60 of USDA-1, the contractor shall be held liable for failure of the commodity to meet all of the contract and specifications requirements. In the event product is recalled due to a health or safety risk, the contractor is responsible for removal and replacement of recalled products and reimbursement of State and local costs incurred as a result of the recall, as outlined in the Food and Nutrition Service's (FNS) Commodity Holds and Recall Process (see below). These costs include, at a minimum, storage, transportation, processing, and distribution of the commodities.

If product under contract is to be delivered to a facility for further processing under contract with a State and the product is recalled, it will be handled in accordance with the FNS's Commodity Holds and Recall Process. A copy of this report can be obtained at the following web address: <http://www.fns.usda.gov/fdd/foodsafety/hold-recallpros.pdf>

VII. CONTRACTOR CERTIFICATE OF CONFORMANCE AND CHECKLOADING

A. FROZEN PRODUCT:

The contractor will not ship the product before receipt of shipping/delivery instructions from the Farm Service Agency (FSA), Kansas City Commodity Office (KCCO).

B. FRESH PRODUCT:

The contractor will not deliver the product to the processing facility before receipt of delivery instructions from the FSA, KCCO and without a delivery date and time provided by the further processor.

Contractor will perform an examination of the beef special trim, fresh/frozen at their facility and complete a Certification of Conformance (COC) as described in Exhibit C, at the time of receipt and include with each shipment, a copy of the COC and contractor's checkloading certificate to accompany each shipment that includes all of the following information:

1. Contract Number;
2. N/D Number;
3. Name of product;
4. Shipping Date/Delivery Date;
5. Production lot number(s) and date each lot was produced;
6. For frozen product, count of shipping containers and total projected net weight in each production lot--For fresh product, number of combos and total projected net weight in each production lot;
7. Identity of truck (trailer numbers, seals, truck license, etc.) as applicable;
8. Contractor certification that product conforms with the IDCR;
9. Count and projected net weight verified; and
10. Signature of company official responsible for checkloading.

VIII. SHIPMENT/DELIVERY--TRANSFER OF TITLE

A. Delivery/Shipping Requirements

Shipment and delivery must be made in accordance with this Announcement, the applicable Invitation, Articles 56, 57, and 64(b) of USDA-1, and the N/D (Form KC-269) issued by KCCO. The contractor must closely follow delivery notification instructions contained in the N/D. Such shipment/delivery notification is vital to proper execution of shipment, particularly in cases of minimal transit time.

The contractor must notify the appropriate further processor prior to shipment and delivery of the beef special trim. For truck delivery or shipment, notification of the estimated arrival time should be made as far in advance of delivery as possible. In addition, for truck shipment, the contractor must request and keep scheduled appointments. **Unloading appointments for truck deliveries or shipment must be requested from the consignee contact party(s) at least 24 hours in advance of delivery.**

B. Tolerances

No tolerance will be allowed.

C. Early Delivery or Shipment Requests

Requests for permission to deliver or ship in advance of the "Not-Earlier-Than" date given in the N/D must be made to KCCO and approval will be granted if consignee is willing to accept product early and provides to KCCO the assurances required by KCCO of that arrangement.

D. Transfer of Title

Title and risk of loss will pass to USDA on the date of receipt of the product at the destination specified in the contract, as evidenced by suitable dated documentation such as the **commercial bill of lading**, warehouse receipt, dock receipt, or other similar signed and dated document evidencing delivery. The contractor is responsible for any shortage or damages as evidenced by the **commercial bill of lading, FNS-57 report**, or other commercial receipt evidencing delivery of product.

IX. LIQUIDATED DAMAGES

A. Compensation to Contractor for Late Mailing of N/D

Liquidated damages for delay in shipment or delivery due to late mailing of the N/D by KCCO will be payable in accordance with Article 65 of USDA-1 and will be at the rate of 25 cents per hundredweight **net per calendar day**.

B. Compensation to USDA for Delays in Delivery and Shipment

Timely delivery is important to assure the beef special trim, fresh/frozen is delivered to the processor in order for them to meet the delivery of products under the National School Lunch Program and other Federal food and nutrition programs and for the efficient and proper administration of these programs. Liquidated damages for **delay in shipment or delivery** are payable at the rate of 25 cents per hundredweight net per day in accordance with Article 67 of USDA-1. For the purpose of assessing liquidated damages for **delay in delivery**, the date the product was accepted at the processor facility or storage warehouse will be used as the final date of delivery. For the purpose of assessing liquidated damages for **delay in shipment**, the date shown on the contractor's checkloading certificate is considered to be the date of shipment.

X. INVOICES AND PAYMENT

A. Delivery/Shipping Period

Invoicing and payment will be handled in accordance with Article 70 of USDA-1, except that a properly prepared invoice consists of the following:

1. Invoicing as provided for on the N/D (Form KC-269) or commercial invoice form;
2. Copy of the Contractor's Certificate of Conformance;
3. Original Contractor's checkloading certificate issued at time of shipment; and
4. Commercial bill of lading or other commercial receipt signed by recipient agent evidencing date of delivery and quantity of product received.

If a commercial bill of lading signed by carrier's agent is not issued, the invoice package must include a warehouse receipt signed by recipient agent evidencing date of delivery and quantity of product received.

Any loss in transit will be determined by an Over, Short, or Damage Report (FNS-57) filed by recipient. KCMO will advise contractor of discrepancy and recover loss by setoff from future payments or process a claim.

B. Invoice Mailing & Interest

1. The invoice package must be mailed or delivered to Kansas City Management Office (KCMO) at the address listed in Section XI. of the Announcement. The outside of the package should be marked:

**"Prompt Pay Provisions Apply--Meat Product
Attn: Vendor Invoice Payment Section."**

2. Interest will be paid in accordance with the provisions of the Prompt Payment Act, 31 USC 3901 et seq., if payment is made beyond the seventh day after the date of delivery. For payment purposes, the date of delivery will be the receipt date by KCMO of a properly prepared invoice.

C. Electronic Payment

USDA payments must be made directly to a financial banking institution. To receive payments electronically, complete the Attached Form SF-3881, ACH Vendor Payment Enrollment Form and submit to the KCMO, Commodity Financial Operations Division, Inventory Control Branch; Telephone (816) 926-6988 or access the form via the Internet at: <https://pcsd.usda.gov:3076/finance/>.

USDA will no longer issue a paper copy of the disbursement statement. Complete the attached address information form, which identifies payment disbursement statement address as well as other needed information.

XI. INQUIRIES

Inquiries pertaining to this solicitation and applicable documents should be directed to:

Contracting Officer
Livestock and Seed Program
Agricultural Marketing Service
U.S. Department of Agriculture
Stop 0253, Room 2610-South Building
1400 Independence Avenue, SW
Washington, D.C. 20250

Telephone: (202) 720-2650

Inquiries concerning **shipping/delivery instructions** should be directed to:

Director, Kansas City Commodity Office (KCCO)
Farm Service Agency
U.S. Department of Agriculture
P.O. Box 419205
Kansas City, MO 64141-6205

Telephone: (816) 926-6062

Inquiries concerning **payments** should be directed to:

Director, Kansas City Management Office (KCMO)
Farm Service Agency
U.S. Department of Agriculture
P.O. Box 419205
Kansas City, MO 64141-6205

Telephone: (816) 926-6205

Associate Deputy Administrator
Livestock and Seed Program
Agricultural Marketing Service

Attachments



United States
Department of
Agriculture

Agricultural
Marketing
Service

Stop 0253-Room 2610-S
1400 Independence Avenue, SW
Washington, DC 20250

EXHIBIT A DATED OCTOBER 2007
PAGE 1 OF 1

**CHECKLIST AND REFERENCES TO APPLICABLE BID AND CONTRACT PROVISIONS
ANNOUNCEMENT LS-133, FOR BEEF SPECIAL TRIM**

PRODUCT DESCRIPTIONS (SECTION 1. A. (GENERAL))					BID/CONTRACT PROVISIONS				
Product/ Commodity Box Code	Specifications Listed in Priority Order	Commodity Purchase Code	Packaging and Packing	Minimum Offer Unit Size/Shippin g Unit	Tolerance Section VIII. B.	Shipping/Delivery Period Section II.C.; IV and VIII	Federal/State Plants Section I.D.3.	Competition (See Invitation)	Payment Section X
Beef Special trim, Frozen A-602	Item Description and Checklist of Requirements for USDA Purchases	25-12-60	Product packed into leak proof shipping container to a net weight of 60 lbs. Net weight	42,000 lbs. 700 cases	NONE	First Half/Last Half of month shipping period	Federal Plants Only	Full & Open	Upon Shipment X.
Beef Special trim, Fresh A-612	of Beef Special Trim, Effective October 2007	25-38-01	Bulk packed into plastic lined combo-bins to a weight between 1850 to 2250 pounds	42,000 lbs. 20 combo- bins	NONE	3-day delivery period	Federal Plants Only	Full & Open	Upon Delivery X.

DATE: BEEF SPECIAL TRIM, ANNOUNCEMENT LS-133, INVITATION NO. __:

The U.S. Department of Agriculture (USDA) invites offers pursuant to ANNOUNCEMENT LS-133 to sell beef special trim for use in the National School Lunch Program and other Federal food and nutrition programs. The beef special trim is for further processing into cooked items. Purchases will be made on an f.o.b. destination basis to cities indicated below. Destination quantities listed are estimates and are subject to adjustment based on offerings, changes in recipient needs, market conditions, and program operations.

Products purchased under this invitation will be produced according to Announcement LS-133, Exhibit A, dated August 2007; and as specified for each type. Offeror must also have a technical proposal approved by the Contacting Officer under LS-133.

All offers must be in the format prescribed in LS-133 and be submitted electronically via the internet. Offers must be received by 1:30 p.m., CENTRAL TIME, Friday, ____, 2007. Acceptances will be announced by midnight, Friday, ____, 2007. Shipments must be made between ____ and ____, 2007.

Offerors must be assigned a Logon ID by USDA to access the site. The internet address is: <https://pcsd.usda.gov:3077/mdbc1000.exe?> Once connected, follow the online procedures. A "HELP" button provides detailed instructions or call 202-720-2650 for assistance.

Inquiries about ANNOUNCEMENT LS-133 or this Invitation should be directed to the Contracting Officer, Livestock and Seed Program; USDA, AMS, Room 2610-South; Mail Stop 0253; 1400 Independence Avenue, SW; Washington, D.C. 20250-0253. Telephone: (202) 720-2650; FAX (202) 720-0949.

- MORE -

ANNOUNCEMENT : LS-133
 INVITATION : 099
 COMM GROUP : 25 BEEF FROZEN
 COMM TYPE : 12 BEEF, SPECIAL TRIM, FROZEN
 PACK SIZE : 60 60-LB CONTAINER

FULL AND OPEN

ITEM NO.	DESTINATION CITY ST	TRANS RESTR	QUANTITY (LBS)
-------------	------------------------	----------------	-------------------

SHIPPING PERIOD 09/01/07-09/15/07

001	VANDIVER AL	TRUCK ONLY	84,000
002	DURAND GA		420,000
003	PALMDALE FL		210,000

TOTAL QUANTITY FOR COMMODITY TYPE 714,000

COMM TYPE : 38 BEEF SPECIAL TRIM-FRESH
PACK SIZE : 01 20/2000-LB COMBO

FULL AND OPEN

ITEM NO.	DESTINATION CITY ST	TRANS RESTR	QUANTITY (LBS)
-------------	------------------------	----------------	-------------------

SHIPPING PERIOD 09/05/07-09/07/07

004	VANDIVER AL	TRUCK ONLY	84,000
005	DURAND GA		420,000
006	PALMDALE FL		210,000

TOTAL QUANTITY FOR COMMODITY TYPE 714,000

TOTAL QUANTITY FOR INVITATION 1,428,000

CONTRACTING OFFICER

**UNITED STATES DEPARTMENT OF AGRICULTURE
AGRICULTURAL MARKETING SERVICE
LIVESTOCK AND SEED PROGRAM**

**CERTIFICATE OF CONFORMANCE FOR
THE PROCUREMENT OF BEEF SPECIAL TRIM**

CERTIFICATE OF CONFORMANCE

I certify the following:

- (1) On [shipping date], [Contractor's name] furnished the beef special trim (fresh/frozen) called for by Contract Number via [Carrier] under Notice-to-Deliver Number _____ .
- (2) The beef special trim is of the quality specified and conforms in all respects with the contract requirements, including [Contractor's name] Technical Proposal as approved by the AMS/LS, Commodity Procurement Branch, Contracting Officer.
- (3) Product identification, (i.e. lot number(s)) is in the quantity shown on the attached acceptance document.
- (4) Contractor assures all meat or meat products used in fulfilling this contract was produced in the United States as defined in Announcement LS-133, section I.F.

Date:

Signature:

(Signed by an officer or representative authorized to sign offers on the current SF-129)

Title:

SOLICITATION MAILING LIST APPLICATION				1. TYPE OF APPLICATION		2. DATE		OMB No.: 9000-0002	
				<input checked="" type="checkbox"/> INITIAL <input type="checkbox"/> REVISION		5/26/98		Expires: 10/31/97	
NOTE: Please complete all items on this form. Insert N/A in items not applicable. See reverse for instruction. Public reporting burden for this collection of information is estimated to average .58 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.									
3. SUBMIT TO	a. FEDERAL AGENCY'S NAME USDA, AMS, Livestock and Seed Program			4. APPLICANT	a. NAME Lakeshore Meat FI No. 7999 TIN No 9734565837				
	b. STREET ADDRESS Room 2610-South, P.O. Box 96456				b. STREET ADDRESS 1275 Corwith Avenue		c. COUNTY EI 197643		
	c. CITY Washington	d. STATE DC	e. ZIP CODE 20090-6456		d. CITY Calumet		e. STATE IL	f. ZIP CODE 67345	
5. TYPE OF ORGANIZATION (Check one)				6. ADDRESS TO WHICH SOLICITATIONS ARE TO BE MAILED (If different than item 4)					
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> NON-PROFIT ORGANIZATION <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> CORPORATION, INCORPORATED UNDER THE LAWS OF THE STATE OF: Illinois				a. STREET ADDRESS Same as #4 b. COUNTY c. CITY d. STATE e. ZIP CODE					
7. NAMES OF OFFICERS, OWNERS, OR PARTNERS									
a. PRESIDENT George Coates			b. VICE PRESIDENT Martha Jersild			c. SECRETARY Robert Olson			
d. TREASURER Walter Schnaak			e. OWNERS OR PARTNERS Shareholders of the Corporation						
8. AFFILIATES OF APPLICANT									
NAME			LOCATION			NATURE OF AFFILIATION			
Broadview Foods, TIN No. XXXXXXXXXX FI No. 2121			7893 Dolton Ave., Highland, IL 67347			Parent Company			
9. PERSONS AUTHORIZED TO SIGN OFFERS AND CONTRACTS IN YOUR NAME (Indicate if agent)									
NAME			OFFICIAL CAPACITY			TELEPHONE NUMBER			
						AREA CODE		NUMBER	
Edgar Kauffman			Sales Manager			611		796-1992	
Andrew Terrill			Production Manager			611		796-1992	
10. IDENTIFY EQUIPMENT, SUPPLIES, AND/OR SERVICES ON WHICH YOU DESIRE TO MAKE AN OFFER (See attached Federal Agency's supplemental listing and instruction, if any)									
Commodity Current Weekly Prod. Additional Capacity % available for USDA Contracts Ground Beef 500,000 250,000 40% Boneless Beef 500,000 250,000 40%									
11a. SIZE OF BUSINESS (See definitions on reverse)			11b. AVERAGE NUMBER OF EMPLOYEES (Including affiliates) FOR FOUR PRECEDING CALENDAR QUARTERS			11c. AVERAGE ANNUAL SALES OR RECEIPTS FOR PRECEDING THREE FISCAL YEARS			
<input checked="" type="checkbox"/> SMALL BUSINESS (If checked, complete items 11b and 11c) <input type="checkbox"/> OTHER THAN SMALL BUSINESS			125			\$ 29,456,000.00			
12. TYPE OF OWNERSHIP (See definitions on reverse) (Not applicable for other than small businesses)			13. TYPE OF BUSINESS (See definitions on reverse)						
<input type="checkbox"/> DISADVANTAGED BUSINESS <input type="checkbox"/> WOMAN-OWNED BUSINESS			<input checked="" type="checkbox"/> MANUFACTURER OR PRODUCER <input type="checkbox"/> CONSTRUCTION CONCERN <input type="checkbox"/> SURPLUS DEALER <input type="checkbox"/> SERVICE ESTABLISHMENT <input type="checkbox"/> RESEARCH AND DEVELOPMENT						
14. DUNS NO. (If available)			15. HOW LONG IN PRESENT BUSINESS?						
02-787396			68 years						
16. FLOORSPACE (Square Feet/M ²)									
a. MANUFACTURING 44,000			b. WAREHOUSE 150,000 * See Below			17. NET WORTH			
						a. DATE December 31, 1997		b. AMOUNT \$ 7,537,662.89	
18. SECURITY CLEARANCE (If applicable, check highest clearance authorized)									
FOR		TOP SECRET	SECRET	CONFIDENTIAL	c. NAMES OF AGENCIES GRANTING SECURITY CLEARANCES			d. DATES GRANTED	
a. KEY PERSONNEL									
b. PLANT ONLY									
The information supplied herein (including all pages attached) is correct and neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now debarred or otherwise declared ineligible by any agency of the Federal Government from making offers for furnishing materials, supplies, or services to the Government or any agency thereof.									
19a. NAME OF PERSON AUTHORIZED TO SIGN (Type or print)					20. SIGNATURE		21. DATE SIGNED		
George Coates							05/26/98		
19b. TITLE OF PERSON AUTHORIZED TO SIGN (Type or print)									
President									
AUTHORIZED FOR LOCAL REPRODUCTION Previous edition not usable * Robertson Bonded Warehouse 834 Bellwood Avenue Irondale, IL 59571									
STANDARD FORM 129 (REV. 12-98) Prescribed by GSA - FAR (48 CFR) 53.214(s)									

10. If additional space is needed, attach separate list of USDA commodities which you intend to offer.

INSTRUCTIONS

Persons or concerns wishing to be added to a particular agency's bidder's mailing list for supplies or services shall file this properly completed Solicitation Mailing List Application, together with such other lists as may be attached to this application form, with each procurement office of the Federal agency with which they desire to do business. If a Federal agency has attached a Supplemental Commodity list with instructions, complete the application as instructed. Otherwise, identify in Item 10 the equipment, supplies, and/or services on which you desire to bid. (Provide Federal Supply Class or Standard Industrial Classification codes, if available.) The application shall be submitted and signed by the principal as distinguished from an agent, however constituted.

After placement on the bidder's mailing list of an agency, your failure to respond (submission of bid, or notice in writing, that you are unable to bid on that particular transaction but wish to remain on the active bidder's mailing list for that particular item) to solicitations will be understood by the agency to indicate lack of interest and concurrence in the removal of your name from the purchasing activity's solicitation mailing for items concerned.

SIZE OF BUSINESS DEFINITIONS (See Item 11A.)

a. Small business concern - A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is competing for Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or the other criteria, as prescribed by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed industry definitions and related procedures.)

b. Affiliates - Business concerns are affiliates of each other when either directly or indirectly (i) one concern controls or has the power to control the other, or (ii) a third party controls or has the power to control both. In determining whether concerns are independently owned and operated and whether or not affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationship. (See Items 8 and 11A.)

c. Number of employees - (Item 11B) In connection with the determination of small business status, "number of employees" means the average employment of any concern, including the employees of its domestic and foreign affiliates, based on the number of persons employed on a full-time, part-time, temporary or other basis during each of the pay periods of the preceding 12 months. If a concern has not been in existence for 12 months, "number of employees" means the average employment of such concern and its affiliates during the period that such concern has been in existence based on the number of persons employed during each of the pay periods of the period that such concern has been in business.

TYPE OF OWNERSHIP DEFINITIONS (See Item 12.)

a. "Disadvantaged business concern" - means any business concern (1) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more of such individuals.

b. "Women-owned business" - means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

TYPE OF BUSINESS DEFINITIONS (See Item 13.)

a. "Manufacturer or producer" - means a person (or concern) owning, operating, or maintaining a store, warehouse, or other establishment that produces, on the premises, the materials, supplies, articles or equipment of the general character of those listed in Item 10, or in the Federal Agency's Supplemental Commodity List, if attached.

b. "Service establishment" - means a concern (or person) which owns, operates, or maintains any type of business which is principally engaged in the furnishing of nonpersonal services, such as (but not limited to) repairing, cleaning, redecorating, or rental of personal property, including the furnishing of necessary repair parts or other supplies as a part of the services performed.

- **COMMERCE BUSINESS DAILY** - The Commerce Business Daily, published by the Department of Commerce, contains information concerning proposed procurements, sales, and contract awards. For further information concerning this publication, contact your local Commerce Field Office.

ANNOUNCEMENT LS-133

EXHIBIT E

SAMPLE OFFER ELECTRONICALLY SUBMITTED

Submitted at: 08/03/2007 - 10:19:19 am Central Time

JOHN JONES PACKING CO.
22 MAIN STREET
BERWYN, MAINE 55507

LS-120/100, FROZEN BEEF

Authorized Changes and Comments						
Date	Time	USDA ID		Comments		
Plant 01- Jones Meat Packers, 224 Main Street, Berwyn, ME						
Shipping Point 01- Jones Meat Packers, 224 Main Street, Berwyn, ME						
BEEFSPECIAL TRIM, FROZEN- FULL AND OPEN COMPETITION						
Line Item	Pack Size	Destination	Shipping Period	Est. LBS	Price/LBS	Tran Mode
001	60LB CTN	VANDIVER, AL	09/01/2007 – 09/15/2007	84,000	1.9350	Truck
002	60LB CTN	DURAND, GA	09/01/2007 – 09/15/2007	420,000	1.9750	
003	60LB CTN	PALMDALE, FL	09/01/2007 - 09/15/2007	210,000	1.9550	
BEEF SPECIAL TRIM, FRESH - FULL AND OPEN COMPETITION						
004	20/2000 LB CTN	VANDIVER, AL	09/05/2007 - 09/07/2007	84,000	1.8750	

Constraints				
Const #	Max Qty	Plant Location	Delivery Period	Product
1	15	01- Jones Meat Packers	09/01/2005 - 09/15/2005	BEEF-SPECIAL TRIM, 60 LB CTN
2	2	01 - Jones Meat Packers	09/05/2007 - 09/07/2007	BEEF SPECIAL TRIM, FRESH 2000 LB CNT
Certifications				
For this bid your company is designated as: SMALL BUSINESS				
Question				Answer
01) By submitting this bid, Offeror certifies it HAS read and DOES agree to the terms of LS-133; Inv. 100; Appendix-1; Exhibit A, dated October 2007; Contractor's Technical Proposal approved by the Contracting Officer; AMS audit team's initial report; USDA 1, Rev. 2, and Amnds 1, 2, 3, and 4 (Both boxes must be selected)				HAS DOES
02A) Annual Representations, Certifications and Warranties (Appendix 1) submitted to the Contracting Officer are current, accurate, and complete. Submitted to Contracting Officer (mm/dd/yyyy)				07/30/07
02B) If Appendix HAS been amended, enter date amended or N/A.				N/A
03) Offeror certifies that the company has completed the Online Representations and Certifications Application (ORCA) on (mm/dd/yyyy)				08/01/07
04) Offeror certifies that the SF-129 on file with the Contracting Officer is accurate and part of this offer.				DOES
05) All product required under existing USDA contract(s) or subcontract(s) with a Not Later Than Date prior to this bid opening HAS been delivered.				NO EXISTING CONTRACTS
06) By submitting this bid, offeror certifies that all product conforms with the Item Description and Checklist of Requirements, and no changes to the production process or technical proposal have occurred without proper approval by the Contracting Officer.				DOES
07) Show name, title, fax number, and phone number of person submitting bid (must be an authorized company representative).				Edgar Kaufmann, President, Fax 705-347-8333 Phone 705-347-1715

High Bid Price: 1.9750 Line Item: 002

Low Bid Price: 1.8750 Line Item: 004

Sum of Bid Prices: 7.7400

SAMPLE OFFER WIRE OR LETTER FOR MAXIMUMS BY TYPE AND OVERALL MAXIMUMS

Format to follow only in the event of USDA system failure or an Offeror's ISP is unavailable at the time of bid closing.

NOTE: Fax bids must be authorized the Contracting Officer prior to submission in the event of a USDA system fail or company ISP is unavailable.

The following example shows how offer wires or letters may be submitted giving all essential details in the briefest possible manner. Basic to this procedure is a number identification with each line item of information required in the offer. (See format in Section II.E. of Announcement LS-120).

Address to: Contracting Officer, Livestock and Seed Program
USDA, AMS, Room 2610-South
Agricultural Marketing Service
Mail Stop 0253
Washington, D.C. 20250
Telephone: 202-720-2650

Section 1--General

1. John Jones Packing Co. TEL. 705-347-1715
22 Main Street
(P.O. Box 123)
Berwyn, Maine 55507
2. LS-133/100, Beef Special Trim
3.

Plant	Shipping Point
Jones Meat Packers	Jones Meat Packers
224 Main Street	224 Main Street
Berwyn, Maine 55501	Berwyn, Maine 55501

Section 2--Offer Form

1. **Beef Special Trim, Frozen** ALTERNATE FORMAT

(1) Vandiver, AL, \$1.9350 per lb.	(1) \$1.9350 per lb.
(2) Durand, GA, \$1.9750 per lb.	(2) \$1.97505 per lb.
(3) Roscoe, TX, \$1.9550 per lb.	(3) \$1.9550 per lb.
- Beef Special Trim Fresh**

(4) Vandiver, AL, \$1.8750 per lb.	(4) \$1.8750 per lb.
------------------------------------	----------------------

Section 3--Constraints

1. **Maximum to be awarded**

15 offer units, 630,000 pounds; beef special trim, frozen for shipping period 09/01/07-09/15/07

02 offer units 84,000 pounds; beef special trim, fresh for delivery period 09/05/07-09/15/07

Total overall invitation---13 offer units

Section 4--Certifications

1. Small Business
2. HAS, DOES
3. (a) 06/30/07 (date Appendix 1 was signed by Offeror)
(b) N/A
4. 07/01/2007
5. DOES
6. NO EXISTING CONTRACTS
7. DOES
8. Edgar Kaufmann, President, Tel. 705-347-1715; FAX 705-347-8333
(SIGNATURE REQUIRED)

PLANNED PURCHASE SCHEDULE
2007-08

INV. NO.	COMMODITY TYPE	BID OPENING	AWARD DATE (NOT LATER THAN)	SHIPPING PERIOD
001	Beef, Special Trim	TBD	TBD	TBD
002	Beef, Special Trim	TBD	TBD	TBD
003	Beef, Special Trim	TBD	TBD	TBD
004	Beef, Special Trim	TBD	TBD	TBD

NOTES: The above purchase schedule is for informational purposes only. USDA may change this schedule or cease purchases depending on market or funding considerations. Bidders are cautioned to refer to the applicable Invitation prior to submitting offers.

Cover Page:**[Company Name]****[Company Address]****Contact Person, including title, phone number, e-mail address (must be authorized on the SF-129 to represent the company).****Technical Proposal for: [Announcement Number] and [Specification]****Table of Contents** (all pages and attachments must be number and identified--any attachments must be identified and referenced in the Technical Proposal)*The technical proposal should include all phases of production that meets or exceeds the requirements stated in the specification to produce complying product.***I. ITEM DESCRIPTION**

Brief Description of what the company plans to do to meet the requirements stated in the applicable specification (including the applicable documents).

I. CHECKLIST OF REQUIREMENTS

- A. **ITEM** - Please provide a brief description of the product and the processing steps (including pictures) that will be addressed in the technical proposal.
- B. **MATERIALS** – Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the material section of the specification.

1. Meat Component

- a. Domestic Origin of Meat Component (plan, do, check, act)
- b. Harvest (slaughter) – (plan, do, check, act)
 - (1) Humane Handling
 - (2) Non-Ambulatory Cattle
 - (3) Pathogen Intervention Steps
 - (4) Spinal Cord Removal
 - (5) Carcass Testing
- c. Boneless Beef Requirements - (plan, do, check, act)
 - (1) Traceability
 - (2) Handling
 - (3) Objectionable Materials
- d. Mechanically Separated - (plan, do, check, act)

2. Non-Meat Components – (plan, do, check, act)**3. Fat Limitations – (plan, do, check, act)****4. Weight Range (N/A)****5. Grade Requirement (N/A)****6. State of Refrigeration - (plan, do, check, act)**

- C. PREPARATION FOR DELIVERY** - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the preparation for delivery section of the specification.
1. **Packaging** – (plan, do, check, act)
 2. **Packing** – (plan, do, check, act)
 3. **Closure** – (plan, do, check, act)
 4. **Labeling** – (plan, do, check, act)
- D. PALLETIZED UNIT LOADS** - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the palletized unit loads section of the specification.
- E. DELIVERY UNIT** - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the delivery unit section of the specification.
- F. DELIVERED PRODUCT** - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the delivered product section of the specification.
1. **Size and Style of Container** – (plan, do, check, act).
 2. **Temperature** – (plan, do, check, act)
 3. **Sealing** – (plan, do, check, act)
- G. WARRANTY AND COMPLAINT RESOLUTION** - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the warranty and complaint resolution section of the specification.
1. **Warranty** – (plan, do, check, act)
 2. **Complaint Resolution** – (plan, do, check, act)
- H. NON-CONFORMING PRODUCT** - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the non-conforming product section of the specification.

Attachments or Appendixes

Please attach all referenced documents with the applicable document name and reference number.

AGRICULTURAL MARKETING SERVICE

FOOD PURCHASE INFORMATION ON THE INTERNET

Suppliers and Recipients of Food Products Purchased by the Department of Agriculture's Agricultural Marketing Service (AMS), an agency in the Marketing and Regulatory mission area, can access information on purchases and offers via the Internet.

USDA HOME PAGE:

[HTTP://WWW.USDA.GOV](http://www.usda.gov)

AMS HOME PAGE:

[HTTP://WWW.AMS.USDA.GOV](http://www.ams.usda.gov)

AMS COMMODITY PROCUREMENT HOME PAGE:

[HTTP://WWW.AMS.USDA.GOV/CP](http://www.ams.usda.gov/CP)

**USDA, AMS,
Livestock and Seed Program**

APPROVED

**ITEM DESCRIPTION AND
CHECKLIST OF REQUIREMENTS (IDCR)
FOR
Beef Special Trim,**

Contracting Officer Technical Representative (COTR):

Standards, Analysis, and Technology Branch
Room 2607, Phone: (202) 720-4486

Effective October 2007

I. ITEM DESCRIPTION

Beef Special Trim will be limited to any combination of the following muscle systems:

Peeled Knuckle – The peeled knuckle shall include the *rectus femoris*, and *vastus lateralis*, and may include the *vastus medialis*, and *vastus intermedius*.

Beef Chuck Tender – The chuck tender shall consist of the *supraspinatus* muscle only.

Beef Shoulder Clod Arm Meat – The shoulder clod arm meat shall include the *triceps brachii* muscles (long, medial and lateral head) only.

II. CHECKLIST OF REQUIREMENTS

Beef items must be produced under Food Safety and Inspection Service (FSIS) regulations and this checklist of requirements.

A. ITEM

The contractor's Technical Proposal must describe the necessary processing steps (including pictures) to comply with the items below.

1. BEEF ROUND, KNUCKLE, PEELED OR BEEF ROUND, KNUCKLE, FULL, PEELED

This item consists of the full knuckle or posterior portion of the full knuckle (*rectus femoris*, *vastus lateralis*, and may include *vastus medialis*, *vastus intermedius*). The knuckle shall (1) have the tensor faciae latae removed (peeled); (2) be butterflied to expose and remove the heavy connective tissue within the rectus femorus muscle and between the rectus femoris and vastus lateralis; (3) have the tendinous ends removed; and (4) have the sartorius removed.

2. BEEF CHUCK TENDER

This item consists of the supraspinatus muscle, which lies dorsal to the medial ridge of the blade bone. The chuck tender shall be separated from other muscles through the natural seams. The large end (anterior end) shall be butterflied to expose and remove the heavy connective tissue within the muscle.

3. BEEF CHUCK, SHOULDER CLOD ARM MEAT

This item is derived from the beef shoulder clod and shall consist of the large muscle system of the thick end of the clod (*triceps brachii* – long, medial and lateral heads only). The shank end shall be butterflied to expose and remove heavy connective tissue associated with the elbow tendon.

B. MATERIALS

The contractor's technical proposal must describe a process plan with a documented quality control program that includes procedures, records, forms, etc. that demonstrate conformance with the following Checklist of Requirements.

1. MEAT COMPONENT

Beef derived from muscle systems set forth in Section I shall be the only meat component allowed.

- a. Domestic Origin Of Meat Component – Beef must originate from U.S. produced livestock as defined in the applicable announcement.
- b. Harvesting (Slaughtering) – Cattle will be harvested in facilities that comply with the following requirements:
 - (1) Humane Handling – All cattle shall be humanely handled in accordance with all applicable FSIS regulations, directives, and notices.
 - (2) Non-Ambulatory Cattle – Meat from carcasses of non-ambulatory cattle will not be included in USDA purchased boneless beef product.
 - (3) Pathogen Intervention Steps – Include at least two pathogen intervention steps. One of the intervention steps shall be steam pasteurization, an organic acid rinse, or a 180°F hot water wash and must be a critical control point (CCP) in their FSIS recognized slaughter process Hazard Analysis Critical Control Point (HACCP) plan.
 - (4) Spinal Cord Removal – Remove all spinal cord material during the harvesting process.
 - (5) Carcass Testing – Routinely test carcasses for *E. coli* 0157:H7 to verify effectiveness of interventions at CCP.

- c. Boneless Beef – Only fresh-chilled boneless beef which comply with the following requirements and has never been previously frozen will be allowed:
 - (1) Traceability – Contractors are responsible for providing sufficient product traceability and must have records to verify the source of raw materials used in each production lot.
 - (2) Handling – All boneless beef must be maintained in excellent condition. The contractor's technical proposal shall include detailed production scheduling that addresses time and temperature controls necessary to maintain excellent condition of the boneless beef.
 - (3) Objectionable Materials – The following objectionable materials shall be excluded: Major lymph glands (*prefemoral*, *popliteal*, and *prescapular*), thymus gland, bone, cartilage, sciatic (*ischiatric*) nerve, heavy connective tissue (shoulder tendon, elbow tendon, silver skin, *sacrociatic* ligament, opaque periosteum, tendinous ends of shanks, *patellar* ligament (stifle joint)).
- d. Mechanically Separated – Beef that is mechanically separated from bone with automatic deboning systems or advanced meat (lean) recovery (AMR) systems is not allowed.

2. NON-MEAT COMPONENTS

Non-meat components such as bones, cartilages, spinal cord, organ tissue, and foreign material are not allowed.

3. FAT LIMITATIONS

Maximum average surface fat thickness – Peeled/Denuded, Surface Membrane Removed (90% lean exposed). Flake fat cannot exceed 1/8 inch in depth at any point.

4. WEIGHT RANGE

N/A

5. GRADE REQUIREMENT

No grade requirement.

6. STATE OF REFRIGERATION

Fresh-Chilled or Frozen as specified in the announcement. When Fresh-Chilled is specified, product will be maintained and delivered at a temperature not less than 28°F (-2.2°C) or higher than 40°F (4.4°C). When frozen is specified, product will be frozen to an internal temperature of not higher than 0° F (-17.8°C) within 72 hours from the time of final fabrication of the lot.

C. PREPARATION FOR DELIVERY

The contractor's technical proposal and process will assure that all packaging, packing, labeling, closure, marking, and palletization comply with the National Motor Freight Regulations and FSIS regulations and the requirements listed below.

1. PACKAGING

For Beef Special Trim to be delivered frozen, product shall be bulk packaged without use of plastic liner material. When Beef Special Trim is to be delivered fresh-chilled, product shall be placed into plastic lined combo- bins.

2. PACKING

Frozen bulk packaged Beef Special Trim shall be packed into containers to a net weight of 60 pounds. Only one style and size of **leak proof** container will be used for each item within any one delivery unit. Fresh-chilled Beef Special Trim bulk packaged product shall be placed in plastic lined combo-bins to a weight of between 1850 to 2250 pounds.

3. CLOSURE

Sixty pound shipping containers shall be strapped. Combo-bins shall be sealed.

4. LABELING

Shipping container labels will be illustrated in the contractor's technical proposal and contain the following information:

- a. USDA shield at least 2 inches high and appearing on the top of the container or on the principle display panel.
- b. Applicable contract number.
- c. A traceability code that is traced back to establishment number, production lot, and date.
- d. Beef Special Trim product code: [Fresh Chilled–A612](#), [Frozen–A602](#)
- e. The words "For Further Processing Into Cooked Product" will appear on the principal display panel.

**D. PALLETIZED UNIT LOADS**

All products shall be stacked on new or well-maintained pallets and palletized with shrink wrap plastic, unless otherwise specified in the invitation.

E. DELIVERY UNIT

The delivery unit shall be 42,000 pounds (18,900 kg.) net weight (700 frozen shipping containers or 20 fresh-chilled combo-bins).

F. DELIVERED PRODUCT

1. SIZE AND STYLE OF CONTAINER

Only one size and style of shipping container may be used in any one delivery unit.

2. TEMPERATURE

Product temperature will not exceed 0° F at the time of shipment and delivery for frozen delivery, 40°F at the time of shipment and delivery for fresh-chilled delivery.

3. SEALING

All products must be delivered to AMS destinations under seal with tamper proof, tamper resistant, serially numbered, high security seals that meet the ASTM standard F1157-04.

G. WARRANTY AND COMPLAINT RESOLUTION

1. WARRANTY

The contractor will guarantee that the product complies with all contractual requirements.

2. COMPLAINT RESOLUTION

The contractor's technical proposal must provide the steps taken to resolve complaints received on the product i.e., point of contact, cause and effect analysis, corrective and preventative actions taken, and product replacement.

H. NON-CONFORMING PRODUCT

The contractor must include a plan to assure that non-conforming product is not delivered under USDA contracts. The plan must address 1) control and segregation of non-conforming product, 2) removal of any USDA markings, and 3) disposition of non-conforming product.

Browser Requirements For DEBES

Netscape 4.07 or above
Internet Explorer 5.0 or above

The browser must be capable of handling 128-bit encryption. To determine this:

In IE, go to **Help/About Internet Explorer**. The display will show:

Cipher Strength: 128-bit

If it does not, you will need to download a new version of the browser from Microsoft at <http://www.microsoft.com/>.

In Netscape, go to **Help/About Communicator**. The display will show:

**This version supports U.S. security with
RSA Public Key Cryptography, MD2, MD5,
RC2-CBC, RC4, DES-CBC,
DES-EDE3-CBC.**

If it does not, you can download a new version of the browser from Netscape at <http://home.netscape.com/download/index.html?cp=djucc4>. Choose the 128-bit Strong Encryption version for your download.

The **Production** site URL address is:

<https://pcsd.usda.gov:3077/mdbc1000.exe?>

The **Vendor Practice** site URL address is:

<https://pcsd.usda.gov:3050/mdbc1000.exe?>

Proxy Servers

Most connection problems are the result of improper browser version, not using 128-bit encryption, and connecting through your corporate proxy server. The proxy server must be set up to allow HTTPS protocol through the appropriate port; Vendor Practice is port 3050 and Production is port 3077.

LIVESTOCK AND SEED PROGRAM

VENDOR REQUEST FOR LOGON IDENTIFICATION (ID) AND PASSWORD
DOMESTIC ELECTRONIC BID ENTRY SYSTEM (DEBES)

COMPANY INFORMATION:

COMPANY NAME		
Street Address		
City	State	Zip Code
Person to receive Vendor ID and password		
Method to receive Vendor ID and password: (Complete one)		
Telephone:		
Fax:		
E-Mail:		
Assign 5-8 digit alpha/numeric personal identification number (PIN) for company: _____ (This code will be used as verification by USDA when assigning or resetting a password)		
NAME AND TITLE OF PERSON REQUESTING LOGON ID: (Must be authorized on SF-129 to sign bids)		
Name _____ Title _____		
Signature _____ Date _____		

TO BE COMPLETED BY USDA:

VENDOR LOGON ID: ("A" and 6 digits)	PASSWORD: (must be changed at first DEBES logon):
Notified: _____ Date: _____ (Company Representative)	
USDA Marketing Specialist:	Date:

Please return this form by FAX to: Contracting Officer, Commodity Procurement Branch, LSP Programs,
(202) 720-9538 FOR INFORMATION CALL (202) 720-2650

**ACH VENDOR/MISCELLANEOUS PAYMENT
ENROLLMENT FORM**

OMB No. 1510-0056
Expiration Date 01/31/2000

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY:

United States Department of Agriculture - Commodity Credit Corporation

AGENCY IDENTIFIER:

USDA-FSA-KCMO

AGENCY LOCATION CODE (ALC):

0000-4992-2

ACH FORMAT:

DO NOT COMPLETE THIS

☒ CCD+

☐ CTX

☐ CTP

ADDRESS:

Attn: ACH Disbursements
P. O. Box 419205
Kansas City, Missouri 64141-6205

CONTACT PERSON NAME:

Bob Glenn

TELEPHONE NUMBER:

(816) 926-6988

ADDITIONAL INFORMATION:

FAX Number: 816-823-1364

PAYEE/COMPANY INFORMATION

NAME:

SSN NO. OR TAXPAYER ID NO.:

MAILING ADDRESS:

ENTITY/MASTER-CONTRACT CODE
(If known) (Attach sheet if more space
needed):

DISBURSEMENT STATEMENT MAILING ADDRESS (If different from above):

CONTACT PERSON NAME:

TELEPHONE NUMBER:

()

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:

FINANCIAL INSTITUTION INFORMATION

NAME:

ADDRESS:

ACH COORDINATOR NAME:

TELEPHONE NUMBER:

()

NINE-DIGIT ROUTING TRANSIT NUMBER

DEPOSITOR ACCOUNT TITLE:

DEPOSITOR ACCOUNT NUMBER:

LOCKBOX NUMBER:

TYPE OF ACCOUNT:

☐

CHECKING

☐

SAVINGS

☐

LOCKBOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL (Could be the same as ACH Coordinator):

TELEPHONE NUMBER:

()

INSTRUCTIONS FOR COMPLETING SF-3881 FORM

1. Agency Information Section - Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.
2. Payee/Company Information Section - Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.
3. Financial Institution Information Section - Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

BURDEN ESTIMATE STATEMENT

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East-West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.



United States
Department of
Agriculture

Agricultural
Marketing
Service

STOP 0253, Room 2610-South
1400 Independence Avenue, SW
Washington, DC 20250

ADDRESS INFORMATION FOR AMS COMMODITY PURCHASE PROGRAM

Vendor Name and Address: Contracts will be awarded and mailed to address provided.	Company Name:	
	Contact:	
	Address-Street:	
	Address-P.O. Box:	
	City, State, Zip:	
	Fed. Meat Insp. Est. No. Or State Insp. No. as appropriate:	
	Phone:	Fax:
Payment Disbursement Statement address: Payments to Vendors must be made electronically. To set up electronic transfer, contact the Kansas City Mgmt. Office (816/926-6988) <input type="checkbox"/> ACH <input type="checkbox"/> In Process	Company Name:	
	Contact:	
	Address-Street:	
	Address-P.O. Box:	
	City, State, Zip:	
	Phone:	
	Taxpayer Identification No. (TIN #)	
Plant Address: If Vendor address is same for plant, write "Same". If multiple plants, attach additional pages.	Company Name:	
	Contact:	
	Address-Street:	
	Address-P.O. Box:	
	City, State, Zip:	
	Phone:	
Plant's Shipping Point Address: If Plant address is same for shipping, write "Same". If multiple shipping points, attach additional pages.	Company Name:	
	Contact:	
	Address-Street:	
	Address-P.O. Box:	
	City, State, Zip:	
	Phone:	
Notice to Deliver Address:	Company Name:	
	Contact:	
	Address-Street:	
	Address-P.O. Box:	
	City, State, Zip:	
	Phone:	

Signature & Title (Authorized Company Representative)

Date

PLEASE RETURN THIS FORM PRIOR TO SUBMITTING A BID

Send by FAX to Contracting Officer, Livestock & Seed Program, AMS, USDA; 202/720-9538.

SOLICITATION MAILING LIST APPLICATION

1. TYPE OF APPLICATION

☐ INITIAL

☐ REVISION

2. DATE

OMB No.: 9000-0002

Expires: 10/31/97

NOTE: Please complete all items on this form. Insert N/A in items not applicable. See reverse for instruction.

Public reporting burden for this collection of information is estimated to average .58 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

3. SUBMIT TO	a. FEDERAL AGENCY'S NAME			4. APPLICANT	a. NAME		FI Est. #
	b. STREET ADDRESS				b. STREET ADDRESS		c. COUNTY
	c. CITY	d. STATE	e. ZIP CODE		d. CITY		e. STATE

5. TYPE OF ORGANIZATION (Check one)

☐ INDIVIDUAL

☐ NON-PROFIT ORGANIZATION

☐ PARTNERSHIP

☐ CORPORATION, INCORPORATED UNDER THE LAWS OF THE STATE OF:

6. ADDRESS TO WHICH SOLICITATIONS ARE TO BE MAILED (If different than item 4)

a. STREET ADDRESS

b. COUNTY

c. CITY

d. STATE

e. ZIP CODE

7. NAMES OF OFFICERS, OWNERS, OR PARTNERS

a. PRESIDENT	b. VICE PRESIDENT	c. SECRETARY
d. TREASURER	e. OWNERS OR PARTNERS	

8. AFFILIATES OF APPLICANT

NAME	LOCATION	NATURE OF AFFILIATION

9. PERSONS AUTHORIZED TO SIGN OFFERS AND CONTRACTS IN YOUR NAME (Indicate if agent)

NAME	OFFICIAL CAPACITY	TELEPHONE NUMBER	
		AREA CODE	NUMBER

10. IDENTIFY EQUIPMENT, SUPPLIES, AND/OR SERVICES ON WHICH YOU DESIRE TO MAKE AN OFFER (See attached Federal Agency's supplemental listing and instruction, if any)

11a. SIZE OF BUSINESS (See definitions on reverse)	11b. AVERAGE NUMBER OF EMPLOYEES (including affiliates) FOR FOUR PRECEDING CALENDAR QUARTERS	11c. AVERAGE ANNUAL SALES OR RECEIPTS FOR PRECEDING THREE FISCAL YEARS
<input type="checkbox"/> SMALL BUSINESS (If checked, complete items 11b and 11c) <input type="checkbox"/> OTHER THAN SMALL BUSINESS		\$

12. TYPE OF OWNERSHIP (See definitions on reverse) (Not applicable for other than small businesses)

☐ DISADVANTAGED BUSINESS

☐ WOMAN-OWNED BUSINESS

13. TYPE OF BUSINESS (See definitions on reverse)

☐ MANUFACTURER OR PRODUCER

☐ CONSTRUCTION CONCERN

☐ SURPLUS DEALER

☐ SERVICE ESTABLISHMENT

☐ RESEARCH AND DEVELOPMENT

14. DUNS NO. (If available)

TIN #

15. HOW LONG IN PRESENT BUSINESS?

16. FLOOR SPACE (Square Feet/ft²)

a. MANUFACTURING	b. WAREHOUSE	a. DATE	b. AMOUNT
			\$

17. NET WORTH

18. SECURITY CLEARANCE (If applicable, check highest clearance authorized)

FOR	TOP SECRET	SECRET	CONFIDENTIAL	c. NAMES OF AGENCIES GRANTING SECURITY CLEARANCES	d. DATES GRANTED
a. KEY PERSONNEL					
b. PLANT ONLY					

The information supplied herein (including all pages attached) is correct and neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now debarred or otherwise declared ineligible by any agency of the Federal Government from making offers for furnishing materials, supplies, or services to the Government or any agency thereof.

19a. NAME OF PERSON AUTHORIZED TO SIGN (Type or print)	20. SIGNATURE	21. DATE SIGNED
19b. TITLE OF PERSON AUTHORIZED TO SIGN (Type or print)		

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition not usable

STANDARD FORM 129 (REV. 12-96)
Prescribed by GSA - FAR (48 CFR) 53.214(e)

INSTRUCTIONS

Persons or concerns wishing to be added to a particular agency's bidder's mailing list for supplies or services shall file this properly completed Solicitation Mailing List Application, together with such other lists as may be attached to this application form, with each procurement office of the Federal agency with which they desire to do business. If a Federal agency has attached a Supplemental Commodity list with instructions, complete the application as instructed. Otherwise, identify in Item 10 the equipment, supplies, and/or services on which you desire to bid. (Provide Federal Supply Class or Standard Industrial Classification codes, if available.) The application shall be submitted and signed by the principal as distinguished from an agent, however constituted.

After placement on the bidder's mailing list of an agency, your failure to respond (submission of bid, or notice in writing, that you are unable to bid on that particular transaction but wish to remain on the active bidder's mailing list for that particular item) to solicitations will be understood by the agency to indicate lack of interest and concurrence in the removal of your name from the purchasing activity's solicitation mailing for items concerned.

SIZE OF BUSINESS DEFINITIONS (See Item 11A.)

a. Small business concern - A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is competing for Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or the other criteria, as prescribed by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed industry definitions and related procedures.)

b. Affiliates - Business concerns are affiliates of each other when either directly or indirectly (i) one concern controls or has the power to control the other, or (ii) a third party controls or has the power to control both. In determining whether concerns are independently owned and operated and whether or not affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationship. (See Items 8 and 11A.)

c. Number of employees - (Item 11B) In connection with the determination of small business status, "number of employees" means the average employment of any concern, including the employees of its domestic and foreign affiliates, based on the number of persons employed on a full-time, part-time, temporary or other basis during each of the pay periods of the preceding 12 months. If a concern has not been in existence for 12 months, "number of employees" means the average employment of such concern and its affiliates during the period that such concern has been in existence based on the number of persons employed during each of the pay periods of the period that such concern has been in business.

TYPE OF OWNERSHIP DEFINITIONS (See Item 12.)

a. "Disadvantaged business concern" - means any business concern (1) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more of such individuals.

b. "Women-owned business" - means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

TYPE OF BUSINESS DEFINITIONS (See Item 13.)

a. "Manufacturer or producer" - means a person (or concern) owning, operating, or maintaining a store, warehouse, or other establishment that produces, on the premises, the materials, supplies, articles or equipment of the general character of those listed in Item 10, or in the Federal Agency's Supplemental Commodity List, if attached.

b. "Service establishment" - means a concern (or person) which owns, operates, or maintains any type of business which is principally engaged in the furnishing of nonpersonal services, such as (but not limited to) repairing, cleaning, redecorating, or rental of personal property, including the furnishing of necessary repair parts or other supplies as a part of the services performed.

- **COMMERCE BUSINESS DAILY** - The Commerce Business Daily, published by the Department of Commerce, contains information concerning proposed procurements, sales, and contract awards. For further information concerning this publication, contact your local Commerce Field Office.